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Defendants
 WINSTAR PROPERTIES, LLC (erroneously
 served as Winstar Properties, Inc.) and
 MANHATTAN MANOR, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

EVANSTON INSURANCE COMPANY, an Illinois Corporation, Plaintiff, vs. WINSTAR PROPERTIES, INC., a California Corporation; MANHATTAN MANOR, LLC, a limited liability company Defendants.) Case No.: 2:18-cv-7740)) DEFENDANTS WINSTAR) PROPERTIES, LLC) AND MANHATTAN MANOR,) LLC’S ANSWER TO PLAINTIFF’S) COMPLAINT)) Complaint Filed: September 5, 2018)))
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Defendants WINSTAR PROPERTIES, LLC (“Winstar”) and MANHATTAN MANOR, LLC (“Manhattan”) (collectively “Defendants”) hereby respond to plaintiff EVANSTON INSURANCE COMPANY’s (“Plaintiff”) Complaint for Declaratory Relief and Reimbursement as follows:

NATURE OF THE ACTION

1. Answering Paragraph 1 of the Complaint, Defendants admit Plaintiff’s description as to the nature of the action, though the substance of the information contained therein does not constitute a material allegation.

1 2. Answering Paragraph 2 of the Complaint, Defendants admit Plaintiff's
2 description as to the nature of the action, though the substance of the information
3 contained therein does not constitute a material allegation.

4 3. Answering Paragraph 3 of the Complaint, Defendants admit Plaintiff's
5 description as to the nature of the action, though the substance of the information
6 contained therein does not constitute a material allegation.

7 **PARTIES, JURISDICTION AND VENUE**

8 4. Answering Paragraph 4 of the Complaint, Defendants admit all
9 allegations set forth therein.

10 5. Answering Paragraph 5 of the Complaint, Defendants deny that Winstar
11 is a California corporation but admit all other allegations set forth in Paragraph 5.

12 6. Answering Paragraph 6 of the Complaint, Defendants admit the
13 allegations set forth therein.

14 7. Answering Paragraph 7 of the Complaint, Defendants are without
15 sufficient knowledge or information to form a belief as to the truth of the allegations
16 contained in said paragraph, and on that basis deny each and every allegation
17 contained therein.

18 8. Answering Paragraph 8 of the Complaint, Defendants are without
19 sufficient knowledge or information to form a belief as to the truth of the allegations
20 contained in said paragraph, and on that basis deny each and every allegation
21 contained therein.

22 9. Answering Paragraph 9 of the Complaint, Defendants are without
23 sufficient knowledge or information to form a belief as to the truth of the allegations
24 contained in said paragraph, and on that basis deny each and every allegation
25 contained therein.

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THE UNDERLYING LAWSUIT

10. Answering Paragraph 10 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit. As to the remainder the allegations set forth in Paragraph 10, Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis deny each and every allegation contained therein

11. Answering Paragraph 11 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit.

12. Answering Paragraph 12 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit.

13. Answering Paragraph 13 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit.

14. Answering Paragraph 14 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit.

15. Answering Paragraph 15 of the Complaint, Defendants admit the allegations set forth therein accurately summarize excerpted portions of the allegations pled in the Underlying Lawsuit.

16. Answering Paragraph 16 of the Complaint, Defendants admit the allegations set forth therein.

17. Answering Paragraph 17 of the Complaint, Defendants deny that Evanston reserved all rights under the applicable insurance policy on July 20, 2017. Defendants further deny that Evanston's agreement to participate in the defense was

1 made subject to a full and complete reservation of rights. Defendants admit the
2 remaining allegations set forth in Paragraph 17.

3 18. Answering Paragraph 18 of the Complaint, Defendants admit the
4 allegations set forth therein accurately summarize selected excerpts of the Policy.

5 19. Answering Paragraph 19 of the Complaint, Defendants deny all
6 allegations set forth therein.

7 20. Answering Paragraph 20 of the Complaint, Defendants admit the
8 allegations set forth therein accurately identify selected excerpts of the Policy.

9 21. Answering Paragraph 21 of the Complaint, Defendants are without
10 sufficient knowledge or information to form a belief as to the truth of the allegations
11 stating that the Policy affords only claims made and reported coverage. As to the
12 remainder of the allegations set forth in Paragraph 21, Defendants admit said
13 allegations accurately identify selected excerpts of the Policy.

14 22. Answering Paragraph 22 of the Complaint, Defendants deny all
15 allegations set forth therein.

16 23. Answering Paragraph 23 of the Complaint, Defendants reallege and
17 incorporate by reference each and every denial, admission, and allegation contained
18 in paragraphs 1 through 22 of this Answer. Except as specifically admitted or
19 alleged, Defendants deny each and every remaining allegation of Paragraph 23 of the
20 Complaint.

21 24. Answering Paragraph 24 of the Complaint, Defendants deny each and
22 every allegation contained therein.

23 25. Answering Paragraph 25 of the Complaint, Defendants admit that
24 Evanston owed Defendants a duty to defend under the Policy in connection with the
25 Underlying Lawsuit. As to the remainder of the allegations set forth in Paragraph 25,
26 Defendants deny each and every allegation contained therein.

27 26. Answering Paragraph 26 of the Complaint, Defendants deny each and
28 every allegation contained therein.

1 27. Answering Paragraph 27 of the Complaint, Defendants reallege and
2 incorporate by reference each and every denial, admission, and allegation contained
3 in paragraphs 1 through 26 of this Answer. Except as specifically admitted or
4 alleged, Defendants deny each and every remaining allegation of Paragraph 27 of the
5 Complaint.

6 28. Answering Paragraph 28 of the Complaint, Defendants deny each and
7 every allegation contained therein.

8 29. Answering Paragraph 29 of the Complaint, Defendants admit that
9 Evanston owed Defendants a duty to indemnify Defendants under the Policy in
10 connection with the Underlying Lawsuit. As to the remainder of the allegations set
11 forth in Paragraph 29, Defendants deny each and every allegation contained therein.

12 30. Answering Paragraph 30 of the Complaint, Defendants deny each and
13 every allegation contained therein.

14 31. Answering Paragraph 31 of the Complaint, Defendants reallege and
15 incorporate by reference each and every denial, admissions, and allegation contained
16 in paragraphs 1 through 30 of this Answer. Except as specifically admitted or
17 alleged, Defendants deny each and every remaining allegation of Paragraph 31 of the
18 Complaint.

19 32. Answering Paragraph 32 of the Complaint, Defendants deny each and
20 every allegation contained therein.

21 33. Answering Paragraph 33 of the Complaint, Defendants deny each and
22 every allegation contained therein.

23 34. Answering Paragraph 34 of the Complaint, Defendants deny each and
24 every allegation contained therein.

25 35. Defendants deny the merit of each and every request for relief made by
26 Plaintiff throughout the Complaint and in the summary of the Prayer contained in
27 paragraphs 1 through 5 of the "Prayer."

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1 **AFFIRMATIVE DEFENSES TO COMPLAINT**

2 As to all allegations within the Complaint or any paragraphs within the
3 Complaint that is not expressly admitted or denied above, Defendants hereby deny
4 that they are liable to Plaintiff on any of the claims alleged and deny that Plaintiff is
5 entitled to any relief whatsoever, and further asserts the following affirmative
6 defenses:

7 **FIRST AFFIRMATIVE DEFENSE**

8 36. Plaintiff's Complaint fails to state a cause of action upon which relief
9 can be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 37. Plaintiff's claims are barred, in whole or in part, by the doctrine of
12 unclean hands.

13 **THIRD AFFIRMATIVE DEFENSE**

14 38. Plaintiff's claims are barred, in whole or in part, by the doctrine of
15 laches.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 39. Plaintiff has waived its right to assert the claims and/or seek the relief set
18 forth in the Complaint.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 40. Plaintiff is estopped from asserting the claims and/or seeking the relief
21 set forth in the Complaint.

22 **SIXTH AFFIRMATIVE DEFENSE**

23 41. Plaintiff has failed to join an indispensable party under Federal Rules of
24 Civil Procedure Rule 19.

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ADDITIONAL AFFIRMATIVE DEFENSES

42. Defendants expressly reserve the right to amend and supplement its defenses herein to assert additional defenses upon completion of further investigation and discovery.

Dated: October 4, 2018

ABIR COHEN TREYZON SALO, LLP

By: /s/ Sara A. McClain

Sara A. McClain, Esq.

Attorneys for Defendants WINSTAR PROPERTIES,
INC. and MANHATTAN MANOR, LLC